

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA**

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| ASHLEE MARTSOLF, on behalf of herself and others similarly situated, | : | CIVIL ACTION NO. 1:04-CV-1346 |
| | : | |
| | : | (CLASS ACTION/CONSOLIDATED) |
| Plaintiff, | : | |
| | : | (Judge Conner) |
| v. | : | |
| | : | |
| JBC LEGAL GROUP, P.C., et al., | : | |
| | : | |
| Defendants | : | |

**ORDER GRANTING FINAL
APPROVAL OF CLASS SETTLEMENT**

Presently before the court is the joint application (Doc. 164) of all parties for final approval of the proposed settlement agreement pursuant to Rule 23(e) of the Federal Rules of Civil Procedure. A hearing was conducted on the date hereof, at which the plaintiff and the class were represented by Joseph K. Goldberg. June D. Coleman appeared on behalf of defendants. The court afforded class members the opportunity to object to the proposed settlement during the hearing. No such objections were received.

Also before the court are two pending motions. The first motion (Doc. 151) is a request by Brian Feeney to withdraw as counsel for defendants. The second is an unopposed motion (Doc. 170) for attorneys' fees that mirrors and implements the fee award contained in the proposed settlement agreement.

Having reviewed and considered the motions (Docs. 151, 164, 170) and briefs submitted to the court, the settlement agreement (Doc. 164), and the representations of counsel during the hearing, the court hereby finds:

- A. Plaintiff and defendants have entered into a class action settlement agreement (hereinafter “the settlement agreement”) that was approved by the court at the hearing on the date hereof.
- B. The settlement agreement is submitted to the court for final approval pursuant to Rule 23(e).
- C. Notice was provided to the class in accordance with the form approved by the order of court (Doc. 165) dated June 30, 2008, which granted preliminary approval of the class settlement.
- D. Pursuant to the settlement agreement, a settlement payment in the amount of \$1,967.41, approximately 1% of the net worth of defendants JBC Legal Group, P.C. (“JBC”) and Outsource Recovery Management (“ORM”), Inc. for the time period of 2004 to 2006, as purported statutory damages will be paid to the National Consumer Law Center on behalf of the class as a *cy pres* fund.
- E. Pursuant to the settlement agreement, a settlement payment in the amount of \$1,000 will be paid to Ashlee Martsolf inclusive of all purported damages, actual and statutory.
- F. Pursuant to the settlement agreement, a settlement payment in the amount of \$92,032.59 will be paid to plaintiffs’ counsel pursuant to the court’s disposition the outstanding motion (Doc. 170) for attorneys’ fees and costs.
- G. Pursuant to the settlement agreement, defendant Jack Boyajian will personally be liable for \$18,000 of the total sum of payments to be made to the class, the named plaintiff, and the attorneys for the class. This sum will be paid in \$1,000 installments, payable on the 15th day of each month beginning August 15, 2008. JBC and ORM will be liable for the entire sum of the settlement payments.
- H. The court has been advised that none of the class members object to the settlement agreement, and no motions to intervene have been received.

AND NOW, in light of the foregoing, IT IS HEREBY ORDERED THAT:

1. The joint application for final approval of the settlement agreement is GRANTED. The court finds that the settlement negotiations were conducted at arm's length and in good faith among counsel for plaintiffs and defendants and that the terms of the settlement agreement are fair, reasonable, and adequate to plaintiff and all members of the classes. See FED. R. CIV. P. 23(e)(2). In addition to the other factors stated herein, the court finds that the settlement agreement is particularly fair, reasonable, and adequate in light of the risk of establishing damages and the expense of further litigation.
2. The court finds that the distribution of the notice as required by the order of court (Doc. 165) dated June 30, 2008 was appropriate under the circumstances and satisfied the requirements of Rule 23, all substantive and procedural due process rights guaranteed by the United States Constitution, and any other applicable law.
3. Plaintiff Ashlee Martsolf and the class members are forever barred and enjoined from initiating or further prosecuting in any forum whatsoever (including but not limited to any federal, state, or foreign court) against defendants (along with their heirs, administrators, assigns, shareholders, affiliated companies, insurers, attorneys, and employees) any and all claims, controversies, liabilities, actions, or causes of action made in this litigation. Any and all obligations by any debtor to any of defendants' clients or to defendants are specifically not released.
4. The following settlement payments shall be made:
 - a. The amount of \$1,967.41 to the National Consumer Law Center.
 - b. The amount of \$1,000.00 to plaintiff Ashlee Martsolf.
 - c. The amount of \$92,032.59 to class counsel attributable to attorneys' fees and costs.
5. Defendant Jack Boyajian will be personally liable for \$18,000 of the settlement fund. JBC and ORM shall be liable for the entire settlement fund less any payments made by Jack Boyajian.
6. The court shall retain jurisdiction of this case to enforce the terms of this order without affecting the finality of the judgment.

7. The motion (Doc. 151) of Brian Feeney to withdraw as counsel for defendants is GRANTED.
8. The motion (Doc. 170) for attorneys' fees is GRANTED. The settlement proceeds shall be disbursed in the manner set forth in Paragraph 4 hereof.
9. The Clerk of Court is instructed to CLOSE this case.

S/ Christopher C. Conner
CHRISTOPHER C. CONNER
United States District Judge

Dated: October 1, 2008